

General Terms and Conditions

The listed terms and conditions below apply to all Special Use Permits issued by Maricopa County Parks and Recreation unless otherwise specifically noted in the permit. Once issued, the Permittee is authorized to use or occupy Maricopa County Parks and/or recreation Areas ("Parks"), subject to the general terms and conditions set out below and in conjunction with the specific terms and conditions listed in the permit and agreed upon within the operations plan for the event or other special use.

General:

1. A Special Use Permit is a license for the use of Parks' land and does not grant any permanent, possessory interest in real property, nor shall this permit constitute a contract subject to dispute. Loss of privileges granted by this permit by revocation, termination, or suspension is not compensable to the Permittee.
2. The issuance of a Special Use Permit is not exclusive unless otherwise indicated and may be amended in whole or in part by the Department when, at the discretion of the Department Director, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations. This permit does not waive any entry or other fee unless specifically outlined.
3. A new permit may be authorized subject to conditions and laws in effect at that time provided that: (1) The permit area is being used for the purposes previously authorized, and (2) The Permittee has shown previous good faith compliance with the terms and conditions of all prior or other existing permits, and has not engaged in any activity or transaction contrary to Maricopa County Parks and Recreation Department ("Department") contracts, permits, laws, or regulation. Notwithstanding any provisions of any prior or other permit, the Department Director may prescribe new terms, conditions, and stipulations when a new permit is issued. The decision whether to issue a new permit to a Permittee or successor in interest is at the absolute discretion of the Department.
4. A Special Use Permit is subject to all valid rights and claims of third parties. The County is not liable to the Permittee for exercising any such right or claim.
5. A Special Use Permit is not exclusive unless otherwise stated in the permit; the Department reserves the right to use or allow others to use any part of the permit area for any lawful purpose.
6. A Special Use Permit may be amended in whole or in part by the Department when, at the discretion of the Department Director, such action is deemed necessary or desirable to incorporate new terms, conditions, and stipulations as may be required by law, regulation, and management plans, or other management decisions.
7. Unless specifically limited under additional terms to the permit, the Permittee agrees to allow the public free and unrestricted access to and use of the permit area at all times for all lawful purposes.
8. The Permittee and employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, age, gender, or national origin.
9. A Special Use Permit does not allow or imply permission to build or maintain any structure or facility, or to conduct any activity unless specifically provided for in the permit. Any development, construction, or installation of any facilities, supplies, or equipment, or cutting or removal of any vegetation or other alteration of the natural landscape, and/or any other activity not specifically identified in the permit must be approved by the Department Director in the form of a new permit or permit amendment.
10. The Permittee, in exercising the uses authorized by the permit, will assume responsibility for compliance with the regulations of the Department and all Federal, State, County, and municipal laws, ordinances on file, or regulation which are applicable to the area or operations covered by the permit. The obligations of the Permittee under the permit are not contingent upon any duty of the Department to inspect any operations or premises. A failure by the Department, or other governmental officials, to inspect is not a defense to noncompliance with any of the terms and condition of this permit.
11. The waiver of either Party or breach of any one or more of the covenants, conditions or provisions of the permit shall not be construed to be a waiver of any subsequent or other breach of said covenants, conditions or provisions of the permit. Any failure on the part of either Party to require or exact full and complete compliance with any of the covenants, conditions or provisions of the permit shall not be construed to, in any manner, change the terms hereof or preclude such Party from enforcing the full provisions of the permit. Furthermore, the terms of the permit shall not be

changed or altered in any manner whatsoever other than by written permit or amendment between the County and the Permittee.

12. The Permittee assumes all risk of loss of the Permittee's property. Loss to property may result from, but is not limited to, theft, vandalism, fire, rising waters, winds, falling limbs or trees, and acts of God. If the authorized developments are destroyed or substantially damaged, the Department Director shall conduct an analysis to determine whether the developments can be safely installed and whether rebuilding or installation should be allowed.
13. The Permittee has an affirmative duty to protect from injury and damage the land, property, and other interest of Maricopa County. The Permittee shall compensate in full Maricopa County for damages occurring under the terms of this permit or under any law of regulation applicable to the Department. The Permittee shall be liable for all injury, loss, damage, or other costs associated with rehabilitation or restoration of natural resources and Parks facilities, associated with the Permittee's use or occupancy. Compensation shall include, but is not limited to, the value of resources damaged or destroyed, the costs of restoration, cleanup, or other mitigation, fire suppression or other types of abatement costs, and all administrative, legal (including attorney fees), and other costs in connection therewith.
14. The Permittee shall comply with all applicable Federal, State, County, and local laws and regulations. **Additional permitting requirements, i.e. Fire Marshall, City, State, sanctioned events and required documentation must be submitted to the Department a minimum of fifteen (15) days prior to the event.** Additional Permittee requirements or activities, including but not limited to, organized group BBQ's, picnics, clean-up activities, traffic control, Emergency Medical Service, maps, operation of flight equipment and subsequent Federal Aviation Administration notification, instructor/guide qualification, required by the Permittee must be coordinated with the respective Park Supervisor at the time of initial completion of the SUP Application and will be provided as part of the permit. The Department Director has the authority to cancel an event if required documentation has not been received or fees paid prior to the start of the event unless another timeline has been stated in the permit.
15. The Permittee shall indemnify and hold harmless the County, its departments, agencies, officers and employees, from and against all claims, demands, judgments, actions, settlements, liens, penalties, damages, losses, injuries, costs and expenses, including attorney's fees and court costs and court costs by third parties in connection with operations associated with this permit.
16. Permittee, at Permittee's own expense, shall purchase and maintain the stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B+6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to County. All insurance required shall be maintained in full force and effect until all work or service required to be performed under the terms of the Permit are satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Permit. The Permittee's insurance shall be primary insurance with respect to County, and any insurance or self-insurance maintained by County shall not contribute to it.
17. Any failure to comply with the claim reporting provisions of the insurance policies or breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect County. The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Permittee shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require Permittee to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
18. County reserves the right to request and to receive, within ten (10) business days, certified copies of any or all of the herein required insurance policies and/or endorsements. County shall not be obligated, however, to review such policies and/or endorsements or to advise Permittee of any deficiencies in such policies and endorsements, and such receipt shall not relieve Permittee from, or be deemed a waiver of County's right to insist on strict fulfillment of Permittee's obligations under this Permit.
19. The insurance policies required by this Permit, except Workers' Compensation, shall name Maricopa County Parks and Recreation Department, including their agents, representatives, officers, directors, officials and employees as "Additional Insured". The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees.
20. Commercial General Liability. Public liability insurance, including bodily injury/property damage, auto liability, Permit Site Liability, products and completed operations liability, bailee legal liability and contractual liability, providing limits of no less than **one (1) million dollars (\$1,000,000) per claim and a two (2) million dollar (\$2,000,000) General Aggregate**

Limit or evidence of self-insurance acceptable to the County, for injuries or damage received or sustained by any person(s), or property at the Permit Site. The policy must include coverage for environmental clean-up unless documentation is provided by the Permittee that this is not available or feasible.

21. Workers' Compensation: The Permittee is required to carry Workers' Compensation insurance within statutory limits (if applicable, i.e. have no employees).
22. Prior to commencing work or services under the Permit, Permittee shall furnish County with Certificates of Insurance, or formal endorsements as required by the Permit, issued by Permittee's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this permit are in full force and effect. Such certificates shall identify this contract number and title. In the event any insurance policy(ies) required by the contract is/are written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Permittee's work or services and as evidenced by annual Certificates of Insurance. If a policy does expire during the life of the Permit, a renewal certificate must be sent to County thirty (30) days prior to the expiration date.
23. Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to County.
24. The County shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The holder may be required to furnish a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Department: Provided that the Permittee shall not be required to charge prices lower than those charged by comparable or competing enterprises.
25. At the Permittee's discretion, participants may sign a liability waiver, generated by the Permittee, for activities authorized by the permit.
26. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Department as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards as determined by the Department.
27. The Permittee, in any advertisements, signs, circulars, brochures, letterheads, and like materials, written, oral, and electronic, shall not misrepresent in any way, either the accommodations provided, the status of the permit or the area covered by it. The fact that the permitted area is located in a Maricopa County Park or Recreation Area shall be made apparent in all of the Permittee's advertising regarding use and management of the area and facilities under permit.
28. This permit is not assignable or transferable.
29. The acquisition or assumption by another party under an agreement with the Permittee of any right or obligation of the Permittee under the permit shall be ineffective as to the Department unless and until signed by the Department Director. A subsequent acquisition or assumption shall not: (1) operate to relieve the Permittee of the responsibilities or liabilities they have assumed hereunder, or (2) be given unless such other party: (a) is acceptable to the Department as a Permittee, and assumes in writing all of the obligations to the Department under the terms of the permit as to the remaining term thereof, or (b) acquires the rights in trust as security and subject to such conditions as may be necessary for the protection of the public interests.
30. The Permittee shall pay the Department fees as required in the Maricopa County Parks and Recreation Fee Schedule and as required by Department policy for Special Uses of Park Land. All possible fees will be identified prior to permit issuance and will be billed in a final invoice within 30 days of event occurrence.
31. Termination, Revocation or Suspension: For purposes of this permit, "termination" "revocation" and "suspension" refer to the cessation of uses and privileges under this permit.
32. "Termination" refers to the cessation of the permit under its own terms without the necessity for any decision or action by the Department Director. Termination occurs automatically when, by the terms of the permit, a fixed or agreed upon condition, event, or time occurs. For example, the permit terminates at expiration. Terminations may not be appealed. "Revocation" refers to an action by the Department Director to end the permit because of noncompliance with any of the prescribed terms, or for reasons in the public interest. Revocations may be appealed. "Suspension" refers to a revocation which is temporary and the privileges may be restored upon the occurrence of prescribed actions or conditions. Suspensions may be appealed.
33. The Department may suspend or revoke the permit in whole or in part for: (1) noncompliance with Federal, State, County, or local laws and regulations; (2) noncompliance with the terms and conditions of the permit; (3) reasons in the public interest; (4) disorderly or otherwise objectionable conduct by the Permittee or those employed by the Permittee; (5) abandonment or other failure of the Permittee to otherwise exercise the privileges granted.
34. Prior to revocation or suspension for cause, the Department Director shall give the Permittee written notice of the

grounds for each action and a reasonable time, not to exceed thirty (30) days, to complete the corrective action prescribed by the Department Director.

35. The Park Supervisor may require the Permittee to relocate a portion of the event when unsafe conditions exist, i.e. fire, flood or may cancel the event in the interest of public safety. If the event is cancelled due to the reasons stated in this section, fees paid as outlined in this permit may be refunded.
36. The Permittee will be responsible for maintaining the Permittee's site and will be required to provide and empty trash receptacles for employee and participant use. Trash receptacles may be emptied in park dumpsters if authorized by the respective Park Supervisor; if not authorized, trash will be removed from the park property by the Permittee. The Permittee will be responsible for clean-up of the event area to the satisfaction of the Park Supervisor. Clean-up will have occurred to the satisfaction of the Park Supervisor not later than 8:00 pm following completion of the event.
37. Upon termination or resolution of revocation or suspension action not favorable to the Permittee, the Permittee will:
(1) remove all property belonging to the Permittee from park property within twenty four (24) hours; (2) restore the site occupied by the Permittee to an acceptable standard as determined by the respective Park Supervisor within twenty four (24) hours; (3) the Permittee will be assessed, through an invoice sent by County, a late fee of fifty dollars (\$50.00) per day for each day property is not removed or Permit Site restored to an acceptable level for a maximum penalty fee of one thousand five hundred dollars (\$1,500.00) – payment of late fees of ten percent (10%) of the invoiced amount will be assessed if payment is not received within date stated on the invoice; (4) the County retains the option to collect outstanding fees through legal or collection agency action – the Permittee is responsible for all legal or collection costs incurred and is subject to any rulings made in regards to legal or collection actions; and (5) if the Permittee fails to remove all property or restore the Permit Site to an acceptable level within thirty (30) days of abandonment, termination, revocation or suspension, the Permittee's property will become the property of the County and may be sold, destroyed, or otherwise be disposed of without any liability to the County – the Permittee shall remain liable for all costs associated with their removal, including costs of sale, impoundment, clean-up and restoration of the site in addition to any late fees or penalty fees as imposed as outlined above.
38. The Department Director may withhold authorization for all or part of the above authorized use for reasons of resource protection and/or public health and safety.
39. If during the term of the permit the Permittee proposes to conduct activities in addition to those initially authorized, the Permittee must request in advance an amendment. If the application is approved and made a part of the permit, the Permittee will pay an additional fee equal to or greater than the initial fee, due as a result of the proposed additional use, in advance.
40. The Permittee will immediately report to the Park Supervisor any event that results in accident, injury or death of a Permittee employee or member of the general public.
41. The Permittee is responsible for the obtaining of all required licenses and permits for activities as authorized by the permit and payment of fees thereof. Copies of these licenses and permits will be available at the Permit Site.
42. The Permittee shall pay all taxes associated with activities as authorized by this permit.
43. This permit is not intended to constitute, create, give to or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind between County, Other Interested Parties, , or the Permittee and the rights and obligations of the Parties shall be only those expressly set forth in the permit.
44. The Parties expressly agree that no persons supplied by the Permittee in the performance of obligations under this Permit are considered to be County or Other Interested Party employees, and that no rights of the County or other Interested Party's civil service, retirement or personnel rules accrue to such persons. The Permittee shall have total responsibility for all salaries, wages, insurance of any type, bonuses, retirement holdings, worker's compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons and will save and hold the County and Other Interested Party harmless with respect thereto.
45. Equal Opportunity Employment Requirements: The Permittee shall not discriminate against any employee or applicant for employment because of race, age, handicap, disability, color, religion, sex, sexual orientation or national origin. The Permittee shall comply with Title VI and Title VII of the Federal Civil Rights Act; the Federal Rehabilitation Act; the Age Discrimination in Employment Act; the American with Disabilities Act of 1990, A.R.S. §41-1461 *et. seq.*, A.R.S. §41-1492 *et. seq.*, 29 U.S.C. §721 (Section 504), and Arizona Executive Order 75-5 which mandates that all persons shall have equal access to employment opportunities.
46. Immigration Reform and Control Act of 1986 (I.R.C.A.): The Permittee understands and acknowledges the applicability of the I.R.C.A. The Permittee agrees to comply with the I.R.C.A. and Arizona statutes, in the performance of the permit and, upon request, permit the County to inspect personnel records to verify such compliance.

47. Employer Sanctions Law: The Permittee warrants that it is in compliance with A.R.S. §41-4401 and further acknowledges: (1) that the Permittee and its subcontractors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. §23-214, Subsection A; (2) that a breach of a warrant under Subsection, shall be deemed a material breach of the permit that is subject to penalties up to and including termination of the permit; (3) that the permitting government entity retains the legal right to inspect the papers of any Permittee's or subcontractor employee who works on the permit to ensure that the Permittee or subcontractor is complying with the warranty provided under Subsection A and that the Permittee agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and (4) that nothing herein shall make any Permittee or subcontractor an agent or employee of the permitting government entity.
48. Verification of Employment Eligibility; E-Verify Program; Economic Development Incentives; List of Registered Employers (A.R.S. §§ 41-4401 and 23-214(A)):
49. After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer.
50. In addition to any other requirement for an employer to receive an economic development incentive from a government entity, the employer shall register with and participate in the e-verify program. Before receiving the economic development incentive, the employer shall provide proof to the government entity that the employer is registered with and is participating in the e-verify program. If the government entity determines that the employer is not complying with this subsection, the government entity shall notify the employer by certified mail of the government entity's determination of noncompliance and the employer's right to appeal the determination. On a final determination of noncompliance, the employer shall repay all monies received as an economic development incentive to the government entity within thirty (30) days of the final determination. For purposes of this subsection:
51. "Economic development incentive" means any grant, loan or performance-based incentive from any government entity that is awarded after September 30, 2008. Economic development incentive does not include any tax provision under title 42 or 43.
52. "Government entity" means this state and any political subdivision of this state that receives and uses tax revenues.
53. Every three (3) months the attorney general shall request from the United States department of homeland security a list of employers from this state that are registered with the e-verify program. On receipt of the list of employers, the attorney general shall make the list available on the attorney general's website.
54. Verification Regarding Compliance with A.R.S. §§35-391.06 and 35-393.06, Business Relations with Sudan and Iran: By entering into this Permit, the Permittee certifies it does not have scrutinized business operations in Sudan or Iran. The Permittee shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Department Director upon request. These warranties shall remain in effect through the term of the Permit. The County may request verification of compliance for any Permittee or subcontractor performing work under the Permit. Should the County suspect or find that the Permittee or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work; termination of the permit for default; and suspension and/or debarment of the Permittee. All costs necessary to verify compliance are the responsibility of the Permittee.
55. All correspondence will be directed to: Maricopa County Parks and Recreation Department, Attention: Administrator, 234 N. Central Avenue, Suite 6400, Phoenix, AZ 85004.
56. Attorney Fees: If suit or action is commenced to enforce compliance with any term, covenant or condition of the permit, including any action undertaken in the context of bankruptcy proceedings, the Party not prevailing shall pay to the Prevailing Party a sum which the trial judge determines is reasonable as attorney fees to be allowed in the suit or action, and court costs, and if appeal is taken from any judgment or decree in suit or action, the Party not prevailing on the appeal shall pay to the Prevailing Party such further sum as the appellate court shall adjudge reasonable as attorney fees on appeal, and court costs.
57. Severability: If any term, covenant, condition or provision of the permit is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
58. Force Majeure: The occurrence of any of the following events shall excuse performance of such obligation of a Party as are rendered impossible or reasonably impracticable to perform while such continues: strikes; lockouts; acts of God; inability to get materials; governmental restrictions; enemy or hostile governmental action; fire or other casualty; and

- other causes beyond the reasonable control of the Party obligated to perform (all events of “Force Majeure”).
59. The permit is terminable only in accordance with the express and specific provisions hereof. The permit does not create a leasehold estate and County shall at all times remain the title holder of the real property.
 60. A Pre-Event Coordination Meeting will be held between the Park Supervisor and Permittee to effect final coordination of the event. This will be coordinated directly between the Park Supervisor and Permittee, but will be conducted not later than two (2) weeks prior to the event.
 61. A post-event meeting will be held between the Park Supervisor and Permittee for the purpose of completing after-action reviews and reports, identify outstanding requirements, i.e. additional site restoration, litter clean-up, final document turn-in and remaining fee payment. This will be coordinated directly between the Park Supervisor and Permittee, but will be conducted not later than fifteen (15) days following the event. The Park Supervisor will identify additional fees due for invoicing by the Department.
 62. At the discretion of the town or city in which the Park has been annexed, the respective town or city may require a separate use permit in order to conduct the event. The Permittee is responsible for obtaining and all fees associated with the separate use permit.
 63. The Permittee is responsible for identifying and obtaining all required licenses, permits and tax documents. A city business license may be required from the city in which the Park has been annexed. The application can be downloaded from their respective website. A copy of the license will be provided the Park Supervisor prior to the Permit becoming effective.
 64. The Permittee is responsible for obtaining an Arizona Tax Identification which can be downloaded from their website. A copy of the document will be provided to the Park Supervisor prior to the Permit becoming effective. If a license or permit is not required, the Permittee will present documentation to that effect from the respective town or city to include the State. (See **Special Use Permit License and Tax Guidelines**)
 65. The Permittee is responsible for the filing of all tax-related documents and the payment of fees thereof.
 66. The Permittee is responsible for providing to the Park Supervisor a list identifying authorized vendors, staff and VIP’s not later than seven (7) days prior to the event. The Park Supervisor will provide a copy of the list to the Entry Station to facilitate Park entry for the event.
 67. The Permittee is responsible for the payment of all fees. Payment for the application fee and facility rental fee is due immediately upon receipt of the application for the permit. All other fees will be invoiced (participant fees, vendor fees, etc) and will be due within 30 days of invoice receipt.
 68. Permittee will be required to issue Identification Tags to all volunteers, staff, VIP’s and vendors that are provided by the Park Supervisor. Discrepancies of Identification Tags processed as compared to volunteers, staff, VIP’s and vendors that enter the Park will be invoiced by County. Volunteers, staff, VIP’s and vendors will provide the top half of the Identification Tag (provided by the Permittee) to the entry station staff and retain the bottom half to be placed on the vehicle dashboard. Identification Tags turned in to the entry station will serve as a cross verification with the number of volunteers, staff, VIP’s and vendors entering the Park and with the roster provided by the Permittee.

Volunteers, Staff and VIP’s:

1. Volunteers, staff and VIP’s will not be required to pay the Park Entrance Fee upon entry into the Park **up to the number agreed to between the Park Supervisor and Permittee.**
2. Volunteers, staff and VIP’s in excess of the number agreed to will be invoiced as part of the Park Impact Fees (participant fees) and will also be required to pay the Park Entrance Fee.

Participants and Spectators:

1. All Participants and Spectators will be required to pay the Park Entrance Fee upon entry into the Park.
2. The Permittee will be required to pay the Park Impact Fee for participants upon County receiving the final list of participants and invoicing the Permittee.

Vendors:

1. Permittee may authorize vendors to attend the event.
2. Permittee is responsible for providing a list of vendors that will be participating in the event to the Park Supervisor no later than seven (7) days prior to the event. Vendors not on the list will not be allowed to participate in the event through the sale of merchandise. They will be allowed to demonstrate their product or merchandise, but no sales will be conducted within the boundary of the Park.
3. Vendors will not be required to pay the Park Entrance Fee upon entry into the Park up to the number agreed to

between the Park Supervisor and Permittee and so stated in this permit

4. Permittee is responsible for ensuring that vendors have all required permits, licenses and tax documents to conduct operations.
5. Permittee is responsible for ensuring that vendors have liability coverage equal to or greater than the Permittee is required to have for County.
6. Permittee agrees to indemnify the County against any actions contributed to by the vendor(s).
7. Vendors will be required to be in possession of the Identification Tag (provided by the Park Supervisor) upon entering the Park. This is in addition to being on the approved vendor list.
8. Vendors and equipment/merchandise delivery personnel will enter the Park through the area coordinated between the Park Supervisor and Permittee.
9. Permittee will provide to the Park Supervisor a list of vendors that attended the event within seven (7) days of event completion. County will invoice the Permittee for all vendors.
10. The selling or dispensing of beer during an event is authorized dependent upon the Permittee obtaining all required permits and licenses. Copies of permits and licenses will be presented to the Park Supervisor prior to the event. The appropriate license will be applied for through the respective town; city or County in which the Park resides and will be approved through that entity's governing body. Parks not annexed through a town or city will be required to obtain a permit from the Maricopa County Board of Supervisors. It is the responsibility of the Permittee to contact the Clerk of the Board and coordinate getting the license application on the Board's agenda. Failure to provide the required permits will preclude the dispensing of beer as part of the event. Beer sales or dispensing will be conducted only within an enclosed area; beer/alcohol will not leave the enclosed area; the Permittee is required to provide security to verify legal age for entry into the dispensing area; and the Permittee will be required to monitor individuals and employ proper safeguards to prevent overindulgence. If individuals are noted to be physically impaired, the Permittee is responsible for taking positive measures to ensure the safety of the individual and the public.
11. The catering of food during the event will be authorized only through an authorized vendor identified on the vendor list.
12. Permittee, dependent upon permit restrictions pertaining to food handler's certificates or other restrictions imposed by agencies other than Parks, may have chips, fruit, sweet snacks, soda, etc. located at aid stations to be handed out to participants for race or similar type events and as approved by the Park Supervisor. Permittee, dependent upon the restrictions outlined in the operations plan for the event, may also serve other food items to participants as approved by the Park Supervisor. The Permittee is responsible for identifying and obtaining all required permits and certificates.

Event Requirements:

1. All staff and equipment requirements will be provided by the Permittee unless otherwise indicated.
2. Upon the request by the Permittee and in agreement with the Park Supervisor, the Park may provide one (1) staff member to assist with event set-up and/or event take down. Personnel and vehicle support must be requested by the Permittee to the Park Supervisor during the pre-event coordination meeting.
3. At the direction of the Park Supervisor, Maricopa County Sheriff's Office ("MCSO") will have oversight for all traffic control and medical evacuation. Permittee is required to submit a traffic control plan and obtain a road permit through the Maricopa County Department of Transportation ("MCDOT") for any event course that crosses or impedes in any way on County roads. Permittee will supply safety-vested flag volunteers at intersections and areas where large numbers of Participants are entering public or parking areas.
4. Plans, Maps and Schedules: EMS, communication, traffic control plan, course map, event schedule and vendor list must be approved and on file at the Park thirty (30) days prior to the event.
5. Incidents requiring medical assistance, evacuation from the park, property damage, or any violation of provisions set forth in this Special Use Permit must be reported to the Park Supervisor as soon as possible with a written report furnished to the Park Supervisor within five (5) days after the incident.
6. Permittee is responsible for conducting a "sweep" of the event area to ensure all participants have cleared the event area.
7. No Permittee equipment will be stored at the Park without prior written approval of the Park Supervisor
8. Parking will be located in the area to be designated by the Park Supervisor. Permittee will provide sufficient volunteer staff to assist with the coordination of parking as required by the size and scope of the event. There will be no parking in grass or turf areas or in the open desert.
9. Participants, staff, vendors, VIP's and volunteers will be restricted to trails, roads and parking lots and will avoid open desert areas.
10. If event size exceeds restroom capacity of the Park, portable restroom facilities (i.e. port-a-johns) will be required.

Permittee has access to the port-a-johns located within the event area; obtaining additional port-a-johns, as may be required by the Health Department is the responsibility of the Permittee. Permittee is responsible for determining the exact number of port-a-johns required. Park staff will not relocate port-a-johns from other areas within the Park.

13. If approved as part of the operations plan, Permittee is authorized to set-up temporary shade structures/canopies, not to exceed 10'x10', for use during the event and will coordinate with the Park Supervisor as to location and date/time of set-up. Set-up is authorized in accordance with the published timeline. Temporary structures will be removed upon completion of the event. Permittee is responsible for proper staking, etc. to preclude being blown down in event of wind or inclement weather. Permittee is required to obtain necessary permits from the appropriate permitting authority as may be required. Permittee is required to identify permitting requirements.
14. If approved as part of the operations plan, Permittee is authorized to use a generator or other device in which to generate electric power for systems as needed. Parks will not provide access to electricity unless otherwise agreed to in the operations plan. The generator or device used to generate power will be muffled; Permittee is responsible for all required maintenance, fuel, providing of operators, etc. Location of the generator/device will be mutually agreed upon between the Park Supervisor and Permittee.
15. The Permittee is responsible for providing a public address system or other such means for amplification. Amplified sound is authorized except during the period of 10:00 pm to 6:00 am.
16. Parks is not responsible for providing additional water or other utilities beyond what is currently available in the Park.
17. Permittee will provide the Park Supervisor with an event timeline, if different from what was identified previously in the permit, a minimum of three (3) weeks prior to the event or a date to be agreed upon between the Permittee and Park Supervisor. All changes will be provided no later than one (1) week prior to the day of the event.
18. Permittee may be instructed by the Park Supervisor to relocate any portion of the course due to unsafe conditions such as trail hazards.
19. All trash which does not fit into the receptacles provided by the Park shall be removed from the event area and placed in containers to be identified by the Park Supervisor or removed from the Park by the Permittee. The Park is not responsible for the placing of additional trash receptacles throughout the event area unless agreed to by the Park Supervisor.
20. Permittee will provide to the Park Supervisor, within seven (7) days of event completion, a listing of all participants that finished the event.
21. Permittee shall not spray paint or chalk mark for any reason. If markings are needed, the Permittee will be required to use and remove all cones, ribbons, flagging and directional arrows or markings.
22. Permittee is allowed to set-up directional signs and other signage/banners agreed upon between Permittee and Park Supervisor, along the roadside from the entry station to the event site. Should Park trail signs need to be covered during the race, the Permittee will not place tape on the face of the sign. Any tape or tape residue shall be removed from signs after completion of the event.
23. The Park Supervisor has the authority to cancel the event if required paperwork or payment has not been provided prior to the event.
24. Permittee is required to clean-up the event area, i.e. pick-up trash, empty trash containers (if feasible), remove all signage, markings, etc., upon completion of the event

Credits and Refunds:

1. If the event is cancelled before the start of the event due to weather-related safety issues, an opportunity to receive a credit or the opportunity to reschedule is granted.
2. A minimum of two (2) week written notice is required to cancel or reschedule the event for non-weather-related issues. An event cancelled or rescheduled without the two (2) week written notice or less than the two (2) week written notice is not eligible for a refund or credit. The Application Fee is non-refundable at all times.
3. Should the event be forced to end early due to safety issues that arise, i.e. weather, after the event begins, Permittee is not eligible for a credit or refund.
4. Due to unsafe conditions as determined by the Park Supervisor, the Permittee may be instructed to relocate any portion of the event due to unsafe conditions, i.e. trail hazards.